

BOOK 38 PAGE 275

FOR AND IN CONSIDERATION of the premises hereinafter set out, C. F. KING and LIBBY KING, husband and wife

hereinafter called the seller, agrees to sell, and RAY F. PARKER and GLADYS B. PARKER, husband and wife

hereinafter called the buyer, agrees to buy the following described real estate, situate in the County of Clark SKAMANIA, State of Washington, more particularly described as follows, to-wit:

All of Lot numbered 12; and the northerly 25 feet of Lot numbered 11, being the northerly one-quarter of the said Lot 11 and bounded on the south by a line parallel to the southerly line of the said Lot 12; of Washougal Riverside Tracts according to the official plat thereof on file and of record in the Office of the Auditor of Skamania County, Washington; EXCEPT the southerly 5 feet of the above described real property reserved by D. B. Ambler and wife in deed dated June 24, 1935 and recorded at page 236 of Book "Y" of Deeds, records of Skamania County. TOGETHER with recorded water rights now of record.

for the sum of Thirty Eight Hundred and no/100 - - - - - (\$ 3800.00) Dollars, of which the buyer has paid the sum of One Thousand and no/100 - - - - - Dollars, (\$ 1000.00), the receipt of which is hereby acknowledged: The buyer agrees to pay the remainder of the principal of Twenty Eight Hundred and no/100 - - - - - (\$ 2800.00) Dollars together with interest thereon from date at the rate of six per cent per annum, computed on balances remaining unpaid from time to time at the times and in the manner following: in monthly installments of \$40.00 or more per month, including interest at six percent. First payment is due and payable on the 1st day of September, 1954, with a like payment due and payable on the 1st day of each month thereafter, until the balance of principal together with interest is paid in full.

regardless of loss, destruction or damage to any of the improvements thereon.

And the buyer hereby agrees to reasonably pay all taxes and assessments which may be hereafter imposed on said premises, and to keep the improvements thereon insured against loss by fire in a reliable insurance company, in the sum of \$ 1500.00 with loss payable to seller and buyer, as their interests appear, all policies to remain with the seller.

And in the event that the buyer shall make default in any way of the covenants herein, contained, or shall fail to make the payments aforesaid at the times specified, the times of payment being declared to be the essence of this agreement, then the seller may declare this agreement null and void.

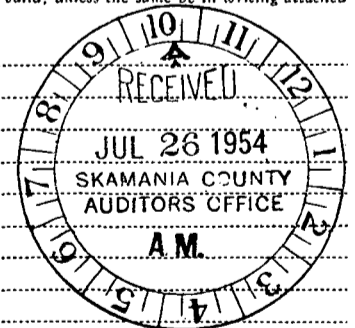
The seller agrees that the buyer may use and occupy said premises during compliance with the terms hereof, but if default of any condition herein shall be made, and the buyer is permitted to remain in possession, the buyer shall be considered to be a tenant of said premises at will and shall be entitled to only such notice to vacate as is provided by law; all improvements placed thereon shall become a part of said real estate, and shall not be moved or altered without the written consent of the seller.

When the buyer shall have paid the several sums of money aforesaid, then the seller will deliver to the buyer a deed conveying said premises in fee simple with the usual covenants of warranty, excepting from such warranty such items as the buyer has assumed and agreed to pay.

The seller has furnished an abstract of title or policy of title insurance to these premises, which the buyer has examined and found sufficient, and which is to be retained by the seller until the last payment is made; and the seller shall not be called upon to have same brought down to the date of the last payment, but shall pay the costs of such items as are caused by or on account of his acts or acts of his successors in interest.

Time is of the essence hereof, and in the event the purchaser shall fail to comply with or perform any condition or agreement hereof promptly at the time and in the manner herein required, seller may elect to declare all of the purchaser's rights hereunder terminated and upon his doing so, all payments made by the purchaser hereunder and all improvements placed upon the premises shall be forfeited to the seller as liquidated damages and the seller shall have the right to re-enter and take possession of the property; and if the seller within six months after such forfeiture shall commence an action to procure an adjudication of the termination of the purchaser's rights hereunder, the purchaser agrees to pay the expenses of costs and a reasonable attorney's fee.

No assignment of this contract or the subject matter hereof or contract to assign or convey the subject matter hereof shall be valid, unless the same be in writing attached hereto and approved by the seller, and any such assignment shall render this contract voidable at the option of the seller.



IN WITNESS WHEREOF, The seller and the buyer have signed and delivered this agreement in duplicate this 22nd day of July, 19 54.

Witnesses:

NO. 1217  
SKAMANIA COUNTY  
TRANSACTION EXCISE TAX  
PAID JUL 26 1954  
AMOUNT \$38.00  
COUNTY TREASURER  
BY [Signature]

C. F. King  
Libby King Seller.  
x Ray F. Parker  
x Gladys B. Parker Buyer.

